

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported)

August 17, 2016

RESOURCES CONNECTION, INC.

Delaware
(State or other jurisdiction
of incorporation)

0-32113
(Commission
File Number)

33-0832424
(IRS Employer
Identification No.)

17101 Armstrong Avenue, Irvine, California
(Address of principal executive offices)

92614
(Zip Code)

Registrant's telephone number, including area code

(714) 430-6400

Not applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-

Section 5 - Corporate Governance and Management

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

Resignation of Chief Financial Officer

On August 17, 2016, Resources Connection, Inc. (the “Company” or “RGP”) finalized the retirement date of Nathan Franke, the Company’s Executive Vice President & Chief Financial Officer, to be effective August 26, 2016. The Company had previously announced Mr. Franke’s planned retirement on April 7, 2016. Mr. Franke will provide transition assistance to the Company’s new Chief Financial Officer during the remainder of August and, thereafter, will continue to serve the Company in a consulting role over the next 24 months, as requested by the Chief Executive Officer. A copy of Mr. Franke’s consulting agreement is attached as Exhibit 10.1 hereto and incorporated herein by this reference.

Appointment of Chief Financial Officer

On August 17, 2016, the Company announced the promotion of Herb Mueller to the position of Executive Vice President and Chief Financial Officer, effective August 29, 2016. Mr. Mueller, age 59, will report to the Company’s Chief Executive Officer. He will be responsible for the financial management, investor relations and capital structure of the Company. Mr. Mueller currently serves as Managing Director of RGP’s Atlanta, Georgia office with full oversight and operations responsibility for that practice office. He has served in a leadership role for RGP for the past two years and in the Managing Director role was responsible for sales generation and leadership of the client service and talent acquisition teams. Mr. Mueller joined RGP in 2012 as a Director of Client Service, building consulting opportunities within the Atlanta market focused on finance and accounting, information management and internal audit.

Mr. Mueller’s career has spanned a variety of industries, and he has served previously in finance, accounting and engineering roles. Prior to joining RGP, from 1998 to 2006, he served as the Chief Financial Officer, VP Accounting and Administration and Treasurer for Delta Apparel, Inc., a publicly-traded apparel manufacturer and distributor. He was responsible for all accounting, planning, information systems and procurement. He developed and led an investor relations department and directed all mergers and acquisitions activities. From 2007 to 2010, Mr. Mueller served as the Treasurer for the Milton Public Safety Fund, a non-profit entity established to improve the safety and sustainability of the municipality of Milton, Georgia. From 2010 to 2012, Mr. Mueller served as the Senior Vice President, Chief Financial Officer of TTA Partners, Inc., a holding company focused on investments in the advertising industry. Mr. Mueller received a BA in Accounting from Columbus State University. He holds a certified public accountant license (inactive).

The terms of Mr. Mueller’s promotion are pursuant to a written employment agreement. A copy of the agreement is attached as Exhibit 10.2 hereto and incorporated herein by this reference. The agreement provides, among other things, that Mr. Mueller will receive a base salary of \$375,000 per year and be eligible to participate in the Company’s annual incentive or bonus plans maintained by the Company for executive officers. In connection with his promotion, Mr. Mueller will also receive the following equity awards: (i) 10,000 restricted stock units that will be scheduled to vest equally over a four-year period and (ii) stock options to purchase 15,000 shares of the Company’s common stock that will be scheduled to vest equally over a four-year period, in each case subject to his continued employment or service through each vesting date. Upon a change of control event (as such term is defined in the Company’s 2014 Performance Incentive Plan), all of Mr. Mueller’s then-outstanding and otherwise unvested equity awards will accelerate and immediately vest. In the event Mr. Mueller’s employment is terminated by the Company without cause or for good reason (as such terms are defined in the agreement), in addition to receiving his accrued but unpaid salary as of the termination date and any earned but unpaid annual incentive compensation in respect of the most recently completed fiscal year, Mr. Mueller will receive, subject to execution of a release of claims against the Company and compliance with certain other provisions of the agreement, severance consisting of one and one-half times his then current base salary, accelerated vesting of all then-outstanding and otherwise unvested equity awards, and, for up to one year, continued participation in the Company’s group health insurance plans. In the event of Mr. Mueller’s death or permanent disability (as such term is defined in the agreement) during the term of the agreement, in addition to receiving his accrued but unpaid salary as of the termination date and any earned but unpaid annual incentive compensation in respect of the most recently completed fiscal year, Mr. Mueller or his estate will receive a pro-rated portion of the target annual incentive compensation to which Mr. Mueller would otherwise be entitled based on the portion of the fiscal year that has elapsed, which will be payable when such annual incentive would otherwise have been payable, and continued eligibility for any long-term disability programs in effect at the time of a permanent disability .

Appointment of Chief Accounting Officer

In addition, on August 17, 2016, the Company announced the promotion of John D. Bower to the newly-created position of Chief Accounting Officer. Mr. Bower, age 55, will report to the Company's Chief Financial Officer. Since 2005, Mr. Bower has served the Company as Senior Vice President, Finance. In that role, Mr. Bower has been the senior finance leader responsible for the Company's financial reporting and financial operations. Prior to joining RGP in 1998 as controller, Mr. Bower spent nine years with Deloitte, leaving as a Senior Manager. He then served as the Director of SEC Reporting at FHP International for five years. Mr. Bower is a certified public accountant (inactive).

The terms of Mr. Bower's promotion are pursuant to a written employment letter. A copy of the employment letter is attached as Exhibit 10.3 hereto and incorporated herein by this reference. The agreement provides, among other things, that Mr. Bower will receive a base salary of \$250,000 per year and be eligible for a cash bonus each year in accordance with the Company's incentive compensation program. In the event Mr. Bower's employment is terminated by the Company for reasons other than cause (as such term is defined in the letter), Mr. Bower will receive, subject to his execution of a standard severance and release agreement, severance consisting of a payment equal to twelve months base salary and his average bonus payment over the three most recent years, and, for up to one year, continued participation in the Company's group benefit plans. In addition, upon a change of control event (as such term is defined in the Company's 2014 Performance Incentive Plan), all of Mr. Bower's then-outstanding and otherwise unvested equity awards will accelerate and immediately vest.

There are no arrangements or understandings between either Mr. Mueller or Mr. Bower and any other persons pursuant to which he was selected as an officer of the Company. There are also no family relationships between either Mr. Mueller or Mr. Bower and any director or executive officer of the Company, and neither Mr. Mueller nor Mr. Bower has any direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Item 7.01 Regulation FD Disclosure

The full text of the Company's press release, "Resources Global Professionals Announces Management Changes," issued on August 17, 2016, is included as Exhibit 99.1 to this report.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

- 10.1 Consulting Agreement, effective August 29, 2016, between Nathan Franke and Resources Connection, Inc.
 - 10.2 Employment Agreement, effective August 29, 2016, between Herb Mueller and Resources Connection, Inc.
 - 10.3 Employment Letter, effective August 29, 2016, between John Bower and Resources Connection, Inc.
 - 99.1 Press release, dated August 17, 2016.
-

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

RESOURCES CONNECTION, INC.

Date: August 17, 2016

By: /s/ Anthony Cherbak

Anthony Cherbak
President and Chief Executive Officer

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT for consulting services ("Agreement") is made and entered into as of August 17, 2016, by and between Resources Connection LLC, d/b/a Resources Global Professionals (the "Company"), a limited liability company, and Nathan Franke (the "Consultant").

IT IS AGREED:

1. **Independent Contractor Relationship.** In accordance with the mutual intentions of the Company and the Consultant, this Agreement establishes between them an independent contractor relationship going forward, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. There is no intention to create an employer-employee relationship between the Company and Consultant. Consultant agrees that he will no longer be an employee of the Company and he will not seek employee benefits from the Company after August 26, 2017. In this consulting capacity, Consultant will continue to vest in the outstanding stock option awards that were granted during the term of this employment with the Company. Such vesting will terminate with the termination of this Agreement. Thereafter, Consultant shall have the rights set forth in the 2014 Performance Incentive Plan.
2. **Term.** This Agreement shall commence on August 29, 2016, and shall continue to do so until the close of business on August 29, 2018; provided, however, that the Consultant shall not be obligated to perform should Consultant become physically or mentally disabled from doing so. Notwithstanding the foregoing, the Agreement may be terminated at any time by the Company pursuant to paragraphs 13 and 15 of this Agreement.
3. **Amount of Service.** It is understood by the parties that the Company does not have the exclusive right to the Consultant's services. It is understood and agreed, however, that the Company may (although it has no obligation) call upon Consultant up to forty (40) hours per month, for services to be rendered at mutually agreeable times and places and so as not to interfere unreasonably with other consulting or employment of the Consultant. The Consultant warrants and represents that there is no conflict of interest in the Consultant's other contracts for services or other employment, if any, with the services to be provided pursuant to this Agreement (which includes but is in no way limited to use of another's confidential and proprietary information) and that the Consultant will ensure that no such conflicts arise during the term of this Agreement.
4. **Type of Service.** The Company will purchase from the Consultant, and the Consultant will sell to the Company, the following personal services: to perform special projects for the Company as requested. The Company's Chairman of the Board or its Chief Executive Officer are the only people authorized to request the Consultant's services.

5. Payment. During the term of this Agreement, the Company shall pay to the Consultant for his services \$300.00 per hour for each hour of work the Consultant performs services pursuant to this Agreement. The payment herein provided shall constitute full payment for the Consultant's services to the Company during the term of this Agreement, and the Consultant shall not receive any additional benefits or compensation for consulting services, except that the Company will reimburse the Consultant for reasonable and customary expenses incurred with the Company's prior written authorization. All such costs and expenses shall be itemized by statement and each statement shall be accompanied by substantiating bills or vouchers. The Consultant shall invoice the Company monthly for the performance of such services and the Company shall pay all non-disputed amounts of such invoices within 15 days of receipt. Consultant agrees to make all tax payments for which he is obligated under the jurisdiction's tax laws, and will indemnify Company for any claims related to Consultant's non-payment of such taxes.

6. Consultant Responsible for its Agents and Employees. The Consultant shall select and shall have full and complete control of and responsibility for all agents, employees and subcontractors, if any, employed or used by the Consultant and for the conduct of the Consultant's independent business and none of said agents, employees or subcontractors shall be, or shall be deemed to be, the agent, employee or subcontractor of the Company for any purpose whatsoever, and the Company shall have no duty, liability or responsibility, of any kind, to or for the acts or omissions of Consultant or such agents, employees or subcontractors, or any of them. Consultant agrees to defend, indemnify and hold the Company harmless from and with respect to any and all claims of any kind based on any intentional misconduct or gross negligence of the Consultant or Consultant's agents, employees or subcontractors.

7. Responsible for Taxes and Indemnification. Without limiting any of the foregoing, the Consultant agrees to accept exclusive liability for the payment of tax or contributions for unemployment insurance or old age pensions or annuities or social security payments which are measured by the wages, salaries or other remuneration paid to the Consultant or the employees of the Consultant, if any, and to reimburse and indemnify the Company for such taxes or contributions or penalties which the Company may be compelled to pay. The Consultant also agrees to comply with all valid administrative regulations respecting the assumption of liability for such taxes and contributions. The Consultant also understands and agrees it and any of its personnel will not be entitled to participate in the Company's benefits or health and welfare plans or 401(k) investment plans, or any other group benefit of the Company.

8. Means and Methods. The Consultant agrees to furnish personal services as provided herein as an independent contractor using the his own means and methods.

9. Assignment of Work Product.

a. The Consultant hereby assigns to the Company, the entire right, title and interest for the entire world in and to all work performed, writing(s), formula(s), design(s), model(s), drawing(s), photograph(s), design invention(s) and other invention(s) made, conceived or reduced to practice or authorized by the Company, either solely or jointly with others, for services performed pursuant to this Agreement or with use of information, materials or facilities of the Company received or used by the Consultant during the period in which the Consultant is retained by the Company or its successor in business, under this Agreement. The Consultant shall promptly disclose to the Company all work(s), writing(s), formula(s), design(s), other inventions(s) made, conceived, or reduced to practice or authored by the Consultant in the course of, and related to the performance of this Agreement.

b. The Consultant shall sign, execute and acknowledge or cause to be signed, executed and acknowledged without cost, but at the expense of the Company, any and all documents and to perform such acts as may be necessary, useful or convenient for the purpose of securing for the Company or its nominees, patent, trademark, or copyright protection throughout the world upon all such writing(s), formulas(s), design(s), model(s), drawing(s), photograph(s), design invention(s) and other invention(s), title to which the Company may acquire in accordance with the provisions of this clause.

10. Consultant Work Product Owned by the Company. All information developed under this Agreement, of whatever type relating to the work performed under this Agreement, shall be the exclusive property of the Company. All machines, instruments and products purchased, manufactured or assembled by the Consultant pursuant to this Agreement and paid for by the Company shall be the exclusive property of the Company. Upon termination of this Agreement, the Consultant shall dispose of such items as directed by the Company.

11. Confidentiality. The Consultant agrees that all data and information about the Company's business, plans, finances, plants, equipment, processes and methods of operation disclosed to, acquired by or developed by the Consultant during performance of the work hereunder is and shall remain the exclusive property of the Company. Except for such information and data as can be proven by the Consultant to be in or to have entered the public domain through no fault of the Consultant, or to have been in the Consultant's possession prior to disclosure to the Consultant by the Company and/or the performance of Consultant's services hereunder, Consultant shall during the term of the Agreement, and thereafter in perpetuity, maintain as confidential and not disclose to third parties or otherwise use, and will enjoin the Consultant's employees, agents or subcontractors (as applicable) to abide by such restrictions, unless otherwise authorized, in writing, signed by Company (or its successor). The Consultant agrees that such data and information shall be used by the Consultant solely for the purpose of performing services for the Company, and not for the benefit of any other person or entity whatsoever.

12. Non-Competition. Consultant shall not, whether for his own account or for the account of any other individual, partnership, firm, corporation or other business organization, (i) divert, or attempt to divert, directly or indirectly, or otherwise interfere in a material fashion with any customers, clients or contractors of the Company, or otherwise interfere with the business relationship of the Company and any person or entity, or (ii) solicit, employ or otherwise engage as an employee, independent contractor or otherwise, any person who is or was within the past year an employee of the Company, or in any manner induce or attempt to induce any employee of the Company to terminate his or her employment with the Company for a period of one (1) year from the end date of this contract.

13. Termination by Death. This Agreement shall automatically terminate upon the Consultant's death. In such event, the Company shall be obligated to pay the Consultant's estate or beneficiaries only the accrued but unpaid fees and expenses due as of the date of death.

14. No Assignments by Consultant. The Consultant shall not assign or transfer any rights under this Agreement without the Company's prior written consent, and any attempt of assignment or transfer without such consent shall be void. The Company may, however, assign the Agreement.

15. Termination by Notice. This Agreement is terminable by the Company or the Consultant upon two (2) weeks' notice for any violation by the Company or the Consultant of any provision of this Agreement, including specifically, but in no way limited to, paragraphs 3, 9, 10 and 11 of this Agreement. If the Company exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately. The Company shall only be obligated to pay those fees already paid to the Consultant at the time of termination or those already performed. The Consultant's obligation pursuant to paragraphs 6, 7, 9, 10 and 11 of this Agreement shall continue in perpetuity.

16. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

17. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and, to this end, the provisions of this Agreement are declared to be severable.

18. Waiver of Breach. No waiver of any breach of any term or provision of the Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

19. Notice. Any notice required to be given pursuant to this Agreement shall be deemed to have been sufficiently given either when delivered personally or when delivered by first-class mail addressed to either party. Notices to the Company shall be effective only when addressed to:

Resources Global Professionals
Attn: Kate Duchene
17101 Armstrong Avenue
Irvine, California 92614

(or another designated by proper notice under this Agreement).

Notice to the Consultant shall be effective only when addressed to:

Nathan Franke
At the Address on File with the Company

20. Written Reports. The Consultant, when directed by the Company, shall provide written reports to the Company with respect to the services rendered hereunder.

21. Compliance with the Law. The Consultant shall comply with any and all applicable laws and regulations including but not limited to health, safety and security rules and regulations which are in effect or which may become applicable.

22. Mutual Drafters. Each party has cooperated in the drafting and preparation of this Agreement. Hence, this Agreement shall not be construed against any party on the basis that the party was the drafter.

23. Advice of Counsel. In entering this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

24. Arbitration of Disputes. Any controversy or claim arising out of, connected with, or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to final and binding arbitration in accordance with rules set forth by the American Arbitration Association. The arbitrator shall be selected by mutual agreement of the parties; if none, then by striking from a panel of arbitrators from the American Arbitration Associates. In the event either party institutes arbitration under this Agreement, the party prevailing in any such arbitration shall be entitled, in addition to all other relief, to reasonable attorney's fees relating to such arbitration. The nonprevailing party shall be responsible for all costs of the arbitration, including but not limited to, the arbitration fees, court reporter fees, etc.

25. Entire Agreement. This instrument constitutes and contains the entire Agreement and final understanding between the parties covering the services provided by the Consultant. It is intended by the parties as a complete and exclusive statement of the terms of their agreement. It supersedes all prior negotiations and agreements, proposed or otherwise, whether written or oral, between the parties concerning consulting services provided by the Consultant. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either party. This is fully integrated document. This Agreement may be modified only with a written instrument duly executed by each of the parties. No person has any authority to make any representation or promise on behalf of any of the parties not set forth herein and this Agreement has not been executed in reliance upon any representations or promises except those contained herein.

26. Headings not Controlling. Headings are used only for ease of reference and are not controlling.

DATED: August 17, 2016.

/s/ Kate Duchene

Resources Global Professionals

By: Kate Duchene
Chief Legal Officer

DATED: August 17, 2016.

/s/ Nathan Franke

Nathan Franke

EMPLOYMENT AGREEMENT

This Employment Agreement (this “**Agreement**”) is made as of August 17, 2016, between Herb Mueller (“**Executive**”) and Resources Connection, Inc. (the “**Company**”).

RECITALS

WHEREAS, the Company desires to establish its right to the services of Executive in the capacities described below, on the terms and conditions hereinafter set forth, and Executive is willing to accept such employment on such terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. RETENTION

The Company does hereby hire, engage, and employ Executive as an Executive Vice President, Chief Financial Officer, of the Company during the Period of Employment (as defined in Section 3), and Executive does hereby accept and agree to such hiring, engagement, and employment, on the terms and conditions expressly set forth in this Agreement.

2. DUTIES

(a) During the Period of Employment (as defined in Section 3), Executive shall serve the Company in such positions fully, diligently, competently, and in conformity with the provisions of this Agreement, directives of the Chief Executive Officer and the Board of Directors of the Company (the “**Board**”), and the corporate policies of the Company as they presently exist, and as such policies may be amended, modified, changed, or adopted during the Period of Employment, and Executive shall have duties and authority consistent with Executive’s position as an Executive Vice President, Chief Financial Officer. The Executive’s position shall be principally located out of the corporate offices in Irvine, California, or as may be designated by the Company at its discretion. If requested by the Company, Executive shall also serve as a member of the Board and any Board committees without additional compensation.

(b) Throughout the Period of Employment, Executive shall devote his full business time, energy, and skill to the performance of his duties for the Company, vacations and other leave authorized under this Agreement excepted. The foregoing notwithstanding, Executive shall be permitted to (i) engage in charitable and community affairs, and (ii) to make investments of any character in any business or businesses and to manage such investments (but not be involved in the day-to-day operations of any such business); provided, in each case, and in the aggregate, that such activities do not interfere with the performance of Executive’s duties hereunder or conflict with the provisions of Sections 13 and 14, and further provided that Executive shall not serve as a director of any other publicly traded entity without gaining the consent of the Chief Executive Officer and the Corporate Governance and Nominating Committee of the Board prior to the commencement of such service.

(c) Executive shall exercise due diligence and care in the performance of his duties for and the fulfillment of his obligations to the Company under this Agreement.

(d) During the Period of Employment, the Company shall furnish Executive with office, secretarial and other facilities and services as are reasonably necessary or appropriate for the performance of Executive's duties hereunder and consistent with his position as an Executive Vice President, Chief Financial Officer, of the Company.

(e) Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment or other agreement or policy to which Executive is a party or otherwise bound.

3. PERIOD OF EMPLOYMENT

The "**Period of Employment**" shall, unless sooner terminated as provided herein, be three (3) years commencing on August 29, 2016 (the "**Effective Date**") and ending with the close of business on August 28, 2019. Notwithstanding the preceding sentence, commencing with August 29, 2019, and on each August 29 **thereafter** (each an "**Extension Date**"), the Period of Employment shall be automatically extended for an additional one-year period, unless the Company or Executive provides the other party hereto sixty (60) days' prior written notice before the next scheduled Extension Date that the Period of Employment shall not be so extended (the "**Non-Extension Notice**"). The term "Period of Employment" shall include any extension that becomes applicable pursuant to the preceding sentence.

4. COMPENSATION

(a) **BASE SALARY.** During the Period of Employment, the Company shall pay Executive, and Executive agrees to accept from the Company, in payment for his services, a base salary of three hundred seventy-five thousand dollars (\$375,000) per year ("**Base Salary**"), payable in accordance with the Company's general payroll practices in effect from time to time (but in no event less frequently than in monthly installments). The determination of whether Executive's Base Salary will be upwardly adjusted is within the sole and absolute discretion of the Chief Executive Officer in consultation with the Board. The Chief Executive Officer at any time or times may, but shall have no obligation to, supplement Executive's salary by such bonuses and/or other special payments and benefits as the Company in its sole and absolute discretion may determine. To assist in covering the differential in real estate costs in California, the Company shall also provide to Executive a one-time sign on bonus of \$75,000, which shall be subject to pro rata repayment if Executive leaves the employ of Company within the first twelve (12) months without Good Reason.

(b) **ANNUAL INCENTIVE COMPENSATION.** During the Period of Employment, Executive shall be entitled to participate in any annual incentive or bonus plan or plans maintained by the Company for the executive officers of the Company generally, in accordance with the terms, conditions, and provisions of each such plan as the same may be changed, amended, or terminated, from time to time in the discretion of the Board, or its designated committee.

(c) EQUITY COMPENSATION. During the Period of Employment, Executive shall be eligible to receive grants of stock options, restricted stock, stock appreciation rights, or other equity compensation on such terms and conditions as determined from time to time in the discretion of the Board. As part of Executive's hire into the position of Executive Vice President, Chief Financial Officer, the Company agrees to grant during its next award cycle the following equity: 10,000 restricted stock units and 15,000 stock options pursuant to the terms and conditions of the Company's 2014 Performance Incentive Plan and applicable award agreements.

Upon (or as may be necessary to give effect to such acceleration, immediately prior to) a Change of Control event, as such term is defined in Section 7.2 of the Company's 2014 Performance Incentive Plan, all of Executive's then-outstanding and otherwise unvested outstanding equity awards shall be deemed immediately vested, notwithstanding any other provision of the applicable plans or award documentation to the contrary.

5. BENEFITS

(a) HEALTH AND WELFARE. During the Period of Employment, Executive shall be entitled to participate in all health and welfare benefit plans and programs and all retirement, deferred compensation and similar plans and programs generally available to all other executive officers of the Company as in effect from time to time, subject to any restrictions specified in such plans and programs.

(b) FRINGE BENEFITS. During the Period of Employment, Executive shall be entitled to participate in all fringe benefit plans and programs generally available to all other executive officers of the Company as in effect from time to time, subject to any restrictions specified in such plans and programs. As part of Executive's relocation to California to assume the position of Executive Vice President, Chief Financial Officer, the Company shall cover the cost of reasonable moving expenses and temporary housing for up to six months, all on terms to be provided by the Company.

(c) PERSONAL TIME OFF AND OTHER LEAVE. Executive shall be entitled to such amounts of paid sick leave and other leave, as from time to time may be allowed to the Company's executive officers generally or as approved by the Board specifically, or as required by law. Any personal time off is to be scheduled and taken in accordance with the Company's standard policies applicable to such personnel.

(d) BUSINESS EXPENSES. During the Period of Employment, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Company in accordance with the Company's business expense reimbursement policies as in effect from time to time. At the latest, reimbursement shall be made on or before the last day of Executive's taxable year following the taxable year in which the expense was incurred. The amount of expenses eligible for reimbursement during any taxable year of Executive shall not affect the expenses eligible for reimbursement in any other taxable year of Executive.

(e) AUTOMOBILE. To the extent provided to other executive officers of the Company, during the Period of Employment, Executive shall be entitled to receive an automobile allowance associated with the operation and maintenance of such automobile. The Company will also reimburse Executive upon presentation of documentation for mileage expenses consistent with the Company's applicable human resources policies and the usual accounting procedures of the Company.

6. DEATH OR DISABILITY

(a) DEFINITION OF PERMANENTLY DISABLED AND PERMANENT DISABILITY. For purposes of this Agreement, the terms “**Permanently Disabled**” and “**Permanent Disability**” shall mean Executive’s inability, because of physical or mental illness or injury, to perform substantially all of his customary duties pursuant to this Agreement, even with a reasonable accommodation, and the continuation of such disabled condition for a period of ninety (90) continuous days, or for not less than one hundred eighty (180) days during any continuous twenty-four (24) month period. Whether Executive is Permanently Disabled shall be certified to the Company by a Qualified Physician (as hereinafter defined). The determination of the individual Qualified Physician shall be binding and conclusive for all purposes. As used herein, the term “**Qualified Physician**” shall mean any medical doctor who is licensed to practice medicine in the State of Executive’s residence. Executive and the Company may in any instance, and in lieu of a determination by a Qualified Physician, agree between themselves that Executive is Permanently Disabled. The terms “Permanent Disability” and “Permanently Disabled” as used herein may have meanings different from those used in any disability insurance policy or program maintained by Executive or the Company.

(b) VESTING ON DEATH OR DISABILITY. Upon any termination of the Period of Employment and Executive’s employment hereunder by reason of Executive’s death or Permanent Disability, as defined in Section 6(a) (“Death or Disability – Definition of Permanently Disabled and Permanent Disability”), any then-outstanding and otherwise unvested stock options, restricted stock and any other equity or equity-based awards granted by the Company to the Executive shall thereupon automatically be deemed vested and remain exercisable for the lesser of three years or the term of the award, notwithstanding any other provision of this Agreement or applicable plans.

(c) TERMINATION DUE TO DEATH OR DISABILITY. If Executive dies or becomes Permanently Disabled during the Period of Employment, the Period of Employment and Executive’s employment shall automatically cease and terminate as of the date of Executive’s death or the date of Permanent Disability (which date shall be determined by the Qualified Physician or by agreement, under Section 6(a) above, and referred to as the “**Disability Date**”), as the case may be. In the event of the termination of the Period of Employment and Executive’s employment hereunder due to Executive’s death or Permanent Disability, Executive or his estate shall be entitled to receive:

(i) a lump sum cash payment, payable within ten (10) business days after termination of Executive's employment, equal to the sum of (x) any accrued but unpaid Base Salary as of the date of Executive's termination of employment hereunder and (y) any earned but unpaid annual incentive compensation in respect of the most recently completed fiscal year preceding Executive's termination of employment hereunder (the "Earned/Unpaid Annual Bonus"); and

(ii) a pro-rated portion of the target annual incentive compensation, if any, that Executive would have been entitled to receive pursuant to Section 4(b) in respect of the fiscal year in which termination of Executive's employment occurs, based upon the percentage of such fiscal year that shall have elapsed through the date of Executive's termination of employment, payable when such annual incentive would otherwise have been payable had Executive's employment not terminated.

Notwithstanding any other provision of this Agreement, following such termination of Executive's employment due to Executive's death or Permanent Disability, except as set forth in Sections 6(b) and 6(c), and except for Executive's rights (if any) under the plans, arrangements and programs referenced in Sections 4(b), 4(c) and 5, Executive shall have no further rights to any compensation or other benefits under this Agreement.

In the event Executive's employment is terminated on account of Executive's Permanent Disability, he shall, so long as his Permanent Disability continues, remain eligible for all benefits provided under any long-term disability programs of the Company in effect at the time of such termination, subject to the terms and conditions of any such programs, as the same may be changed, modified, or terminated for or with respect to all senior management personnel of the Company.

7. TERMINATION BY THE COMPANY

(a) TERMINATION FOR CAUSE. The Company may, by providing written notice to Executive, terminate the Period of Employment and Executive's employment hereunder for Cause at any time. The term "Cause" for purpose of this Agreement shall mean:

- (i) Executive's conviction of or entrance of a plea of guilty or nolo contendere to a felony; or
- (ii) Executive is engaging or has engaged in material fraud, material dishonesty, or other acts of willful and continued misconduct in connection with the business affairs of the Company; or
- (iii) Conviction of criminal theft, embezzlement, or other criminal misappropriation of funds by Executive from the Company; or
- (iv) Executive's continued and substantial failure to perform the duties hereunder (other than as a result of total or partial incapacity due to physical illness), which failure is not cured within thirty (30) days following written notice by the Company to Executive of such failure; provided, however, that (A) it shall not be Cause if Executive is making good faith efforts to perform duties and (B) this provision shall not apply to any qualitative dissatisfaction by the Company with Executive's performance of his duties hereunder; or
- (v) Executive's continued breach of the provisions of Sections 13 and/or 14 of this Agreement, which breach is not cured within thirty (30) days following written notice by the Company to Executive of such breach.

If Executive's employment is terminated for Cause, the termination shall take effect on the effective date (pursuant to Section 26 ("Notices")) of written notice of such termination to Executive. A determination by the Board that Cause exists shall be effective only if approved at a Board meeting (in person or telephonic) by at least a majority of the Board (not counting the Executive if he is then a member of the Board). The Executive is entitled to be present (with counsel) at such meeting and respond to any basis that may be asserted as constituting Cause (a summary of which shall be supplied to the Executive in writing at least ten (10) days before any such meeting).

In the event of the termination of the Period of Employment and Executive's employment hereunder due to a termination by the Company for Cause, then Executive shall be entitled to receive: (i) a lump sum cash payment, payable within ten (10) business days after termination of Executive's employment equal to the sum of (A) accrued but unpaid Base Salary as of the date of termination of Executive's employment hereunder (including any accrued but unpaid personal time off) and (B) any Earned/Unpaid Annual Bonus in respect of the most recently completed fiscal year preceding termination of Executive's employment hereunder.

Notwithstanding any other provision of this Agreement, following such termination of Executive's employment due to termination by the Company for Cause, except as set forth in this Section 7(a), Executive shall have no further rights to any compensation or other benefits under this Agreement.

If the Company attempts to terminate Executive's employment pursuant to this Section 7(a) and it is ultimately determined that the Company lacked Cause, in addition to any other non-contractual remedies Executive may have, the provisions of Section 7(b) ("Termination by the Company-Termination Without Cause") shall apply and Executive shall be entitled to receive the payments called for by Section 7(b) ("Termination by the Company-Termination Without Cause").

(b) TERMINATION WITHOUT CAUSE. The Company may, with or without reason, terminate the Period of Employment and Executive's employment hereunder without Cause at any time, by providing Executive written notice of such termination. In the event of the termination of the Period of Employment and Executive's employment hereunder due to a termination by the Company without Cause (other than due to Executive's death or Permanent Disability), then Executive shall be entitled to receive:

(i) a lump sum cash payment, payable within ten (10) business days after termination of Executive's employment equal to the sum of (A) any accrued but unpaid Base Salary as of the date of Executive's termination of employment hereunder, (B) the Earned/Unpaid Annual Bonus, if any, and (C) an amount equal to one and one-half (1.5) times the then current Base Salary.

(ii) any remaining unvested stock options or restricted stock shall thereupon automatically be deemed vested and remain exercisable for the duration of the term of such award, notwithstanding any other provision of this Agreement or applicable plans; and continued participation in the Company's group health insurance plans at the Company's expense until the earlier of (A) the expiration of the one (1) year from the effective date of termination or (B) Executive's eligibility for participation in the group health plan of a subsequent employer or entity for which Executive provides consulting services; provided, however, that the amount otherwise payable to Executive pursuant to Section 7(b)(i)(C) shall be reduced by the amount of any cash severance or termination benefits paid to Executive under any other severance plan, severance program or severance arrangement of the Company and its affiliates (but not reduced by any other payment to Executive whatsoever, including (without limitation) any payment by the Company or any affiliate of the Company in consideration of stock or any other property).

Upon successful completion of the first half of the initial three-year term, the following termination benefits shall increase: 1) the multiple set forth in section 7(i)(C) shall increase to three and a half (3.5) times the then current Base Salary; and 2) the continued participation in group health plans as set forth in 7(iii)(A) shall increase to two (2) years.

Notwithstanding any other provision of this Agreement, following such termination of Executive's employment due to termination by the Company without Cause, except as set forth in this Section 7(b), Executive shall have no further rights to any compensation or other benefits under this Agreement.

As a condition precedent to any Company obligation to the Executive pursuant to this Section 7(b), the Executive shall, upon or promptly following his last day of employment with the Company, provide the Company with a valid, executed, written release of claims (in the form substantially similar to that attached hereto as Exhibit A or such other form as modified by the Company for senior executives) and such release shall have not been revoked by the Executive pursuant to any revocation rights afforded by applicable law. The Company shall have no obligation to make any payment to the Executive pursuant to Section 7(b) unless and until the release contemplated by this Section 7(b) becomes irrevocable by the Executive in accordance with all applicable laws, rules and regulations.

8. TERMINATION BY EXECUTIVE

(a) TERMINATION WITHOUT GOOD REASON. Executive shall have the right to terminate the Period of Employment and Executive's employment hereunder at any time without Good Reason (as defined below) upon thirty (30) days prior written notice of such termination to the Company. Any such termination by the Executive without Good Reason shall be treated for all purposes of this Agreement as a termination by the Company for Cause and the provisions of Section 7(a) shall apply.

(b) TERMINATION WITH GOOD REASON. The Executive may terminate the Period of Employment and resign from employment hereunder for "**Good Reason**":

- (i) if the Company fails to provide Executive with the compensation and benefits called for by this Agreement; or
- (ii) if the Company materially diminishes Executive's authority, duties, responsibilities, or
- (iii) if the Company materially breaches any provision of this Agreement;

provided, however, that none of the events described in Subsection 8(b)(ii), 8(b)(iii) or 8(b)(iv) shall constitute Good Reason unless Executive shall have notified the Company in writing describing the event(s) which constitute Good Reason within sixty (60) days of the initial existence of such event(s) and then only if the Company shall have failed to cure such event within thirty (30) days after the Company's receipt of such written notice; and provided, further, that in all events the termination of the Executive's employment with the Corporation shall not constitute a termination for Good Reason unless such termination occurs not more than one (1) year following the initial existence of the event(s) claimed to constitute Good Reason.

Any such termination by Executive for Good Reason shall be treated for all purposes of this Agreement as a termination by the Company without Cause and the provisions of Section 7(b) shall apply; provided, however, that if Executive attempts to resign for Good Reason pursuant to this Section 8(b) and it is ultimately determined that Good Reason did not exist, Executive shall be deemed to have resigned from employment without Good Reason and the provisions of Section 8(a) ("Termination Without Good Reason") and, by reference therein, the provisions of Section 7(a) ("Termination For Cause"), shall apply.

9. EXCLUSIVE REMEDY

Executive agrees that the payments contemplated by this Agreement shall constitute the exclusive and sole contract remedy for any termination of his employment and Executive covenants not to assert or pursue any other contractual remedies, at law or in equity, with respect to any termination of employment.

10. EXPIRATION OF PERIOD OF EMPLOYMENT

(a) ELECTION NOT TO EXTEND PERIOD OF EMPLOYMENT. If either party elects not to extend the Period of Employment pursuant to Section 3, unless Executive's employment is earlier terminated pursuant to Sections 6, 7 or 8, termination of Executive's employment hereunder shall be deemed to occur on the close of business on the day immediately preceding the anniversary of the next Extension Date following the delivery of the Non-Extension Notice pursuant to Section 3. If the Company elects not to extend the Period of Employment, Executive's termination will be treated for all purposes under this Agreement as a termination by the Company without Cause under Section 7(b); provided, however, that the applicable lump sum payment due pursuant to a non-renewal shall be one (1) times Executive's then current Base Salary only. If Executive elects not to extend the Period of Employment, Executive's termination will be treated for all purposes under this Agreement as a termination by Executive without Good Reason under Section 8(a).

(b) CONTINUED EMPLOYMENT BEYOND EXPIRATION OF PERIOD OF EMPLOYMENT. If either party elects not to extend the Period of Employment pursuant to Section 3, but the parties want to continue Executive's employment without a written contract, such continued employment will be at will and shall not be deemed to extend any of the provisions of this Agreement. At such time, Executive's employment may thereafter be terminated at will by either Executive or the Company; provided, however, that the provisions of Sections 14, 15 and 16 shall survive any termination of this Agreement or Executive's termination of employment hereunder.

11. CONSISTENT TREATMENT

If compensation or benefits plans, programs or arrangements are offered to other executive officers of the Company, the Executive shall have the right to participate in such plans, programs and arrangement on a basis not less favorable to the Executive than the terms and conditions of such plans, programs and arrangements generally applicable to the other senior executives of the Company.

12. MEANS AND EFFECT OF TERMINATION

Any termination of Executive's employment under this Agreement shall be communicated by written notice of termination from the terminating party to the other party. The notice of termination shall indicate the specific provision(s) of this Agreement relied upon in effecting the termination and shall set forth in reasonable detail the facts and circumstances alleged to provide a basis for termination, if any such basis is required by the applicable provision(s) of this Agreement.

13. RESTRICTIVE COVENANTS

Executive acknowledges and recognizes the highly competitive nature of the businesses of the Company and its affiliates and accordingly agrees as follows:

(a) During the period of Executive's employment by the Company, Executive will not, directly or indirectly, (i) engage in any business for Executive's own account that competes with the business of the Company or its affiliates (including, without limitation, businesses which the Company or its affiliates have specific plans to conduct in the future and as to which Executive is aware of such planning), (ii) enter the employ of, or render any services to, any person engaged in any business that competes with the business of the Company or its affiliates, (iii) acquire a financial interest in any person engaged in any business that competes with the business of the Company or its affiliates, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant. During the period of Executive's employment by the Company and for a period of two years thereafter (the "**Restricted Period**"), Executive will not, directly or indirectly, interfere with business relationships (whether formed before or after the date of this Agreement) between the Company or any of its affiliates, clients or customers, suppliers, partners, members or investors of the Company or its affiliates, except as he is entitled under applicable law.

(b) Notwithstanding anything to the contrary in this Agreement, Executive may, directly or indirectly, own, solely as an investment, securities of any person engaged in the business of the Company or its affiliates which are publicly traded on a national or regional stock exchange or on an over-the-counter market if Executive (i) is not a controlling person of, or a member of a group which controls, such person and (ii) does not, directly or indirectly, own five percent (5%) or more of any class of securities of such person.

(c) During the Restricted Period, Executive will not, directly or indirectly, (i) solicit or encourage any employee of the Company or its affiliates to leave the employment of the Company or its affiliates.

(d) During the Restricted Period, Executive will not, directly or indirectly, solicit or encourage to cease to work with the Company or its affiliates any consultant then under contract with the Company or its affiliates.

(e) It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 13 to be reasonable, if a final determination is made by an arbitrator or court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any arbitrator or court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

14. CONFIDENTIALITY.

Executive will not at any time (whether during or after his employment with the Company), unless compelled by lawful process, disclose or use for his own benefit or purposes or the benefit or purposes of any other person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise other than the Company and any of its subsidiaries or affiliates, any trade secrets, or other confidential data or information relating to clients, customers, development programs, costs, marketing, trading, investment, sales activities, promotion, branding initiatives, credit and financial data, processes, financing methods, plans, or the business and affairs of the Company generally, or of any subsidiary or affiliate of the Company; provided that the foregoing shall not apply to information which is not unique to the Company or which is generally known to the industry or the public other than as a result of Executive's breach of this covenant. Executive agrees that upon termination of his employment with the Company for any reason, he will return to the Company immediately all memoranda, books, papers, plans, information, spreadsheets, letters and other data, and all copies thereof or therefrom, in any way relating to the business of the Company and its affiliates, except that he may retain personal notes, notebooks and diaries that do not contain confidential information of the type described in the preceding sentence. Executive further agrees that he will not retain or use for his account at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Company or its affiliates.

15. SPECIFIC PERFORMANCE

Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Section 13 or Section 14 would be inadequate and, in recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

16. ASSIGNMENT

This Agreement is personal in its nature and neither of the parties hereto shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations hereunder; provided, however, that, in the event of a merger, consolidation, or transfer or sale of all or substantially all of the assets of the Company with or to any other individual(s) or entity, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall discharge and perform all the promises, covenants, duties, and obligations of the Company hereunder.

17. GOVERNING LAW

This Agreement and the legal relations hereby created between the parties hereto shall be governed by and construed under and in accordance with the internal laws of the State of California, without regard to conflicts of laws principles thereof.

18. ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the parties hereto respecting the matters within its scope. This Agreement supersedes all prior agreements of the parties hereto on the subject matter hereof. Any prior negotiations, correspondence, agreements, proposals, or understandings relating to the subject matter hereof shall be deemed to be merged into this Agreement and to the extent inconsistent herewith, such negotiations, correspondence, agreements, proposals, or understandings shall be deemed to be of no force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein. Notwithstanding the foregoing, this Agreement is not intended to modify or extinguish any rights or obligations contained in (i) any stock option, restricted stock or other equity or equity-based award agreement between Executive and the Company that was executed prior to the date hereof or (ii) any indemnification agreement between Executive and the Company prior to the date hereof.

19. POST-TERMINATION COOPERATION

Executive agrees that following the termination of his employment for any reason, he shall reasonably cooperate at mutually convenient times in the Company's defense against any threatened or pending litigation or in any investigation or proceeding by any governmental agency or body that relates to any events or actions which occurred during the term of Executive's employment with the Company. The Company shall reimburse Executive for reasonable expenses incurred by Executive in connection with such cooperation. Executive shall be compensated for his time at a mutually agreed upon rate for any services other than the provision of information to the Company or its counsel and/or testifying as a witness, which he shall undertake without any compensation.

20. MODIFICATIONS

This Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by the parties hereto.

21. WAIVER

Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

22. NUMBER AND GENDER

Where the context requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include all other genders.

23. SECTION HEADINGS

The section headings in this Agreement are for the purpose of convenience only and shall not limit or otherwise affect any of the terms hereof.

24. ATTORNEYS' FEES

Executive and the Company agree that in any action arising out of this Agreement, each side shall bear its own attorneys' fees and costs incurred by it or him in connection with such action.

25. SEVERABILITY

In the event that an arbitrator or court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Furthermore, any order striking any portion of this Agreement shall modify the stricken terms as narrowly as possible to give as much effect as possible to the intentions of the parties under this Agreement.

26. NOTICES

All notices under this Agreement shall be in writing and shall be either personally delivered or mailed postage prepaid, by certified mail, return receipt requested:

(a) if to the Company:

Attn: Kate W. Duchene

(b) if to Executive, to the Executive at the Executive's last address reflected in the Company's payroll records.

Notice shall be effective when personally delivered, or five (5) business days after being so mailed. Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section 26 for the giving of notice.

27. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties hereto reflected hereon as the signatories. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

28. WITHHOLDING TAXES

The Company may withhold from any amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

29. SECTION 409A

(a) If the Executive is a “specified employee” within the meaning of Treasury Regulation Section 1, 409A-1(i) as of the date of the Executive’s separation from service, the Executive shall not be entitled to any payment or benefit pursuant to Section 6, 7 or 8, as applicable, until the earlier of (i) the date which is six (6) months after the Executive’s separation from service for any reason other than death, or (ii) the date of the Executive’s death. The provision of this Section 29 shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Section 409A of the U.S. Internal Revenue Code of 1986, as amended (the “Code”). Any amounts otherwise payable to the Executive upon or in the six (6) month period following the Executive’s separation from service that are not so paid by reason of this Section 30 shall be paid (without interest) as soon as practicable (and in all events within thirty (30) days) after the date that is six (6) months after the Executive’s separation from service (or, if earlier, as soon as practicable, and in all events within thirty (30) days, after the date of the Executive’s death).

(b) To the extent that any reimbursements pursuant to Section 4(d) or Section 5 are taxable to the Executive, any reimbursement payment due to the Executive pursuant to any such provision shall be paid to the Executive on or before the last day of the Executive’s taxable year following the taxable year in which the related expenses were incurred. The provision of benefits pursuant to Section 7(b)(iii) and reimbursements pursuant to Section 4(d) and Section 5 are not subject to liquidation or exchange for another benefits and the amount of such benefits and reimbursements that the Executive receives in one taxable year shall not affect the amount of such benefits or reimbursements that the Executive receives in any other taxable year.

30. LEGAL COUNSEL; MUTUAL DRAFTING

Each party recognizes that this is a legally binding contract and acknowledges and agrees that they had had the opportunity to consult with legal counsel of their choice. Each party has cooperated in the drafting, negotiation and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such language. Executive agrees and acknowledges that he has read and understands this Agreement, is entering into it freely and voluntarily and has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so.

[Remainder of Page Intentionally Left Blank]

THE COMPANY:

By: /s/ Kate W. Duchene
Name: Kate W. Duchene
Title: Chief Legal Officer

EXECUTIVE:

/s/ Herb Mueller
Herb Mueller

EXHIBIT A

Release of Claims

SEPARATION AND GENERAL RELEASE AGREEMENT

In exchange and consideration of the covenants undertaken and releases contained in this Severance and General Release Agreement ("Agreement"), _____ ("Employee") and Resources Connection, Inc. ("Resources"), agree as follows:

1. **Termination:** Effective _____, 20__, Resources and Employee mutually agree that Employee's employment with Resources and its affiliates shall terminate. Accordingly, Resources and Employee acknowledge that any employment or contractual relationship between them terminated on _____, 20__, and that they have no further employment or contractual relationship except as may arise out of this Agreement.

[OR]

Resignation: Effective _____, 20__, Resources and Employee mutually agree that Employee will resign [his/her] position as _____ and that [his/her] employment with Resources and its affiliates shall be terminated. Accordingly, Resources and Employee acknowledge that any employment or contractual relationship between them will terminate on _____, 200__, and that they have no further employment or contractual relationship except as may arise out of this Agreement.

2. **Severance:** As a severance payment, Resources shall pay to Employee the equivalent of _____ (__) weeks of compensation, less standard withholding and authorized deductions. As part of the severance package, Resources also agrees to pay to Employee a sum equivalent to the cost of ____ (__) months of COBRA coverage for Employee at Employee's current benefit elections, less standard withholding and authorized deductions. **[These payments/This payment]** shall be made in one lump sum within fourteen (14) days after the execution of this Agreement. **[Note: If over 40, must be at least 10 days after.]** Employee confirms that [he/she] has been paid any and all accrued wages, including any bonus, retirement, and any other payments or benefits and none shall accrue beyond _____, 20__, other than as set forth in this Agreement.

3. **Stock Options:** Employee's stock option award which was originally granted during [his/her] employment, shall vest as set forth in the applicable equity incentive plan. As set forth in the applicable equity incentive plan, Employee shall have _____ term from the date of [his/her] termination to exercise any or all of any vested options then remaining.

4. **Company Property:** Employee warrants and represents that [he/she] has returned any and all property belonging to Resources.

5. **No Admission of Liability:** Resources expressly denies any violation of any of its policies, procedures, state or federal laws or regulations. Accordingly, while this Agreement resolves all issues between Employee and Resources relating to alleged violation of Resources' policies or procedures or any state or federal law or regulation, if any, this Agreement does not constitute an adjudication or finding on the merits and it is not, and shall not be construed as, an admission by Resources of any violation of its policies, procedures, state or federal laws or regulations. Moreover, neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of or an admission by Resources of any violation of its policies, procedures, state or federal laws or regulations. This Agreement may be introduced, however, in any proceeding to enforce the Agreement. Such introduction shall be pursuant to an order protecting its confidentiality.

6. **Release:** Except for those obligations created by or arising out of this Agreement, Employee, on behalf of **[himself/herself], [his/her]** descendants, dependents, heirs, executors, administrators, assigns, and successors, and each of them, hereby acknowledges full and complete satisfaction of and releases and discharges and covenants not to sue Resources, its divisions, affiliated corporations, past and present, and each of them, as well as its and their directors, officers, managers, shareholders, representatives, assignees, successors, agents and employees, past and present, and each of them (individually and collectively, "Releasees"). This release applies to any and all claims, wages, agreements, obligations, demands, rights, causes of action and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected (collectively "Claims"), arising out of or in any way connected with Employee's employment relationship with, or **[his/her]** resignation, separation or termination from, Resources, including, without limitation, any Claims for severance pay, bonus or similar benefit, sick leave, personal time off, retirement, vacation pay, holiday pay, life insurance, health or medical insurance or any other non-ERISA fringe benefit, workers' compensation or disability, or any other Claims resulting from any act or omission by or on the part of Releasees committed or omitted prior to the date of this Agreement, including, without limitation, any Claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the _____ **[State]** antidiscrimination laws, or any other federal, state or local law, regulation or ordinance.

7. **Bar to Claims:** It is a further condition of the consideration hereof and is the intention of both parties in executing this instrument that the same shall be effective as a bar as to each and every claim, demand and cause of action hereinabove specified and, in furtherance of this intention, Employee hereby expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and conditions, including those relating to unknown and unsuspected claims, demands and causes of actions, if any, as well as those relating to any other claims, demands and causes of actions hereinabove specified. Nothing contained in this Agreement shall be interpreted to prevent any governmental agency from pursuing any matter which it deems appropriate or to prevent Employee from filing a charge or administrative complaint with any governmental administrative agency; provided, however, that any and all remedies available on behalf of Employee are covered by the releases in this Agreement.

8. **Unknown Claims:** Employee acknowledges that **[he/she]** may hereafter discover claims or facts in addition to or different from those which **[he/she]** now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected the terms of this Agreement. Nevertheless, Employee hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Employee acknowledges that **[he/she]** understands the significance and consequence of such release and such specific waiver.

[OR, If California Employee]

Unknown Claims: It is the intention of Employee in executing this instrument that the same shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified. In furtherance of this intention, Employee hereby expressly waives any and all rights and benefits conferred upon **[him/her]** by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those related to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action hereinabove specified. SECTION 1542 provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Employee acknowledges that **[he/she]** may hereafter discover claims or facts in addition to or different from those which Employee now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement. Nevertheless, Employee hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Employee acknowledges that **[he/she]** understands the significance and consequence of such release and such specific waiver of SECTION 1542.

9. **ADEA Waiver:** Employee expressly acknowledges and agrees that, by entering into this Agreement, **[he/she]** is waiving any and all rights or claims that **[he/she]** may have arising under the Age Discrimination in Employment Act of 1967, as amended, which have arisen on or before the date of execution of this Agreement. Employee further expressly acknowledges and agrees that:

- a. In return for this Agreement **[he/she]** will receive compensation beyond that which **[he/she]** already was entitled to receive before entering into this Agreement;
 - b. **[He/She]** is hereby advised in writing by this Agreement to consult with an attorney before signing this Agreement;
 - c. **[He/She]** was given a copy of this Agreement on _____, 20__, and informed that **[he/she]** had 21 days within which to consider the Agreement; however, Employee may waive the 21-day period; and
 - d. **[He/She]** was informed that **[he/she]** has seven (7) days following the date of execution of the Agreement in which to revoke the Agreement.
-

10. **Confidentiality:** The parties agree to keep the terms and conditions of this Agreement confidential. Employee agrees that **[he/she]** will not disclose the terms of this Agreement to any individual, including, but not limited to, any current or former employee of Resources, provided however, that Employee may disclose the terms of the Agreement to **[his/her]** personal financial or tax advisors who have a legitimate need to know and who shall also agree to be bound by this confidentiality provision. Resources agrees that it will not disclose the terms of this Agreement to any individual, except for Resource's executive management, legal or tax advisors, or other Resources personnel who have a legitimate need to know in order to execute this Agreement, all of whom shall also agree to be bound by this confidentiality provision. The parties agree that this confidentiality provision is a material term of the Agreement and, if breached, damages would be difficult to ascertain. Accordingly, either party found in breach of this provision shall pay to the non-breaching party liquidated damages in the amount of \$5,000.00 per occurrence, plus reasonable attorneys' fees incurred to enforce this provision.

11. **Non-Disparagement:** Employee and Resources agree that they will not make any defamatory or disparaging oral or written comments or statements concerning the other, **[his/her]** or its business, reputation, employees, or past or present directors or affiliates or subsidiaries. The parties agree that this non-disparagement clause is a material term of the Agreement and, if breached, damages would be difficult to ascertain. Accordingly, either party found in breach of this provision shall pay to the non-breaching party liquidated damages in the amount of \$25,000.00 per occurrence, plus reasonable attorneys' fees incurred to enforce this provision.

12. **Severability:** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or application and, therefore, the provisions of this Agreement are declared to be severable.

13. **Confidentiality, Employee Inventions and Non-Solicitation Agreement:** In accordance with the paragraph below, the provisions of the *Confidentiality, Employee Inventions and Non-Solicitation Agreement* signed by Employee on _____, 20__, and annexed hereto as Exhibit A, shall remain in full force and effect. The parties agree that this is a material term of this Agreement and, if breached, damages would be difficult to ascertain. Accordingly, if Employee is found in breach of this provision, **[he/she]** shall pay to Resources liquidated damages in the amount of \$25,000.00 per occurrence, plus reasonable attorneys' fees incurred to enforce this provision.

14. **Integrated Agreement:** This Agreement is an integrated agreement and is the entire agreement and final understanding between the parties concerning Employee's employment, Employee's termination from Resources and the other subject matters addressed herein. Accordingly, it supersedes all prior negotiations and all agreements whether written or oral, concerning the subject matters herein, with the exception of the *Confidentiality, Employee Inventions and Non-Solicitation Agreement*, as noted herein. This Agreement may be modified only by a writing signed by the parties.

15. **No Assignment:** Employee warrants and represents that [he/she] has not heretofore assigned or transferred to any person not a party to this Agreement any released matter or any part or portion thereof and Employee shall defend, indemnify and hold harmless Resources from and against any claim based on or in connection with or arising out of any such assignment or transfer made, purported or claimed.

16. **Arbitration:** Any controversy or claim between Employee and Resources arising out of, relating to or connected with this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to arbitration, to be held in _____ County [**County in which employee works**], in accordance with the applicable state statutory scheme. In the event either party institutes arbitration under this Agreement, the party prevailing in any such dispute shall be entitled, in addition to all other relief, to reasonable attorneys' fees relating to such arbitration. The nonprevailing party shall be responsible for all costs of the arbitration, including but not limited to, the arbitration fees, and court reporter fees.

15. **Telecopied Signatures:** In order to expedite the execution of this Agreement, telecopied signatures may be used in place of original signatures on this Agreement or any document delivered pursuant hereto. Employee and Resources intend to be bound by the signatures on the telecopied document, are aware that the other party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of and reliance upon telecopied signatures. Following any facsimile transmittal, the respective party shall deliver the original instrument by reputable overnight courier in accordance with the notice provisions of this Agreement.

16. **Governing Law:** The rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of _____ [**State in which employee works**] without regard to principles of conflict of laws.

17. **Drafting of Agreement:** Each party has cooperated in the drafting and preparation of this Agreement. Hence, this Agreement shall not be construed against any party on the basis that the party was the drafter, and Employee waives the benefits of any statutory or other presumption to the contrary.

18. **Advice of Counsel:** In entering this Agreement, the parties represent that they have relied upon (or been given an opportunity to rely upon) the advice of their attorneys, who are attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by their attorneys (or they have chosen to forgo such advice and explanation), and that those terms are fully understood and voluntarily accepted by them.

19. **Waiver of Breach:** No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

20. **Supplementary Documents:** All parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

21. **Notice:** Any notice required to be given to Resources pursuant to this Agreement, shall be in writing and shall be deemed to have been sufficiently given either when served personally or via facsimile and addressed to the appropriate party. Any notice required to be given to Employee pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given when served personally, by first class mail or via facsimile. Notices to Resources shall be effective only when addressed to: Chief Legal Officer, Resources Global Professionals, 17101 Armstrong Avenue, Irvine, California 92614; facsimile (714) 430-6405. Notice to Employee shall be effective only when addressed to: _____.

22. **Headings Not Controlling:** Headings are used only for ease of reference and are not controlling.

The undersigned have read and understand the consequences of this Agreement and voluntarily sign it. The undersigned declare under penalty of perjury that the foregoing is true and correct.

EXECUTED this _____ day of _____, 20__, in Irvine, Orange County, California.

Kate W. Duchene
Chief Legal Officer
For Resources Connection LLC

EXECUTED this _____ day of _____, 20__, in _____ [CITY], _____ County, _____.

[Employee Name]

ACKNOWLEDGMENT AND WAIVER

I, _____, hereby acknowledge that I was given 21 days to consider the foregoing Agreement and voluntarily chose to sign the Agreement prior to the expiration of the 21-day period.

I declare under penalty of perjury under the laws of the State of _____ **[State in which employee works]** that the foregoing is true and correct.

EXECUTED this ____ day of _____ 20__, at _____ County, _____ **[State]**.

[Employee Name]

COPY OF CONFIDENTIALITY, EMPLOYEE INVENTIONS AND NON-SOLICIATION AGREEMENT

PDF file under separate cover

August 17, 2016

Mr. John Bower

PRIVATE & CONFIDENTIAL

Dear John:

Due to your long-standing and exemplary service to Resources Global Professionals (“RGP” or the “Company”), we are pleased to offer you the following promotion and enhanced benefits. Effective August 29, 2016, you will assume the role of Chief Accounting Officer for the Company, reporting to the Chief Financial Officer. Below, enumerated are the enhanced terms and conditions of this offer.

- **Cash Compensation:** This is an exempt position and will be compensated at an annual rate of \$250,000, payable in bi-weekly installments. You will continue to be eligible for a cash bonus each year in accordance with our discretionary Company-wide incentive compensation program.
- **Severance Protection:** In the event that your employment is terminated by RGP for reasons other than Cause, we agree to provide you severance or transition support. Specifically, we will pay to you the equivalent of twelve months base salary, and the equivalent of one year’s cash bonus payment (averaged over the most recent three years of award) as a severance payment. Also as severance, you will be eligible to participate in the Company’s group benefit plans at your then current elections at the Company’s expense for a period of up to one year or until you are eligible for group benefits through a subsequent employer. The severance payment will only be made, and your benefits eligibility will only be effective, following your execution of a standard severance and release agreement. The Company will not have an obligation to make the foregoing payment to you, or permit you to participate in the Company’s group benefit plans, unless and until the release agreement, referenced above, becomes irrevocable by you in accordance with all applicable laws, rules and regulations. The term “Cause” for purposes of this offer of continued employment shall have the meaning defined in Attachment A hereto.
- **Change of Control Protection:** Upon a Change of Control event, as such term is defined in Section 7.2 of the RGP’s 2014 Performance Incentive Plan and/or any successor equity plan(s) which provide for same or similar treatment following Change of Control as defined in Section 7.2 of the Company’s 2014 Performance Incentive Plan, all of your then-outstanding and otherwise unvested outstanding equity awards shall be deemed immediately vested, notwithstanding any other provision of the applicable plans or award documentation to the contrary.

To confirm your acceptance of our offer and the terms of this letter, please sign below in the space provided and return the original to us within seven (7) business days from the date of this letter.

John, I personally want to express to you our deep gratitude for your service to RGP over the past 19 years. I am enthusiastic about your continued employment as a member of the senior leadership. We hope you enjoy the reward and enhanced security that these additional benefits provide. You have earned them.

Sincerely,

/s/ Kate W. Duchene

Kate W. Duchene
Chief Legal Officer

I hereby accept RGP's offer as described in this letter.

/s/ John Bower
John Bower

August 17, 2016
Date

Resources Global Professionals is an Equal Opportunity Employer.

Attachment A

TERMINATION FOR CAUSE: The Company may, by providing written notice to you, terminate your employment hereunder for Cause at any time. The term "Cause" for purposes of this letter agreement shall mean:

- (a) Your conviction of or entrance of a plea of guilty or nolo contendere to a felony; or
- (b) You are engaging or have engaged in fraud, material dishonesty, or other acts of willful and continued misconduct in connection with the business of the Company; or
- (c) Conviction of criminal theft, embezzlement, or other criminal misappropriation of funds by you from the Company; or
- (d) Your continued and substantial failure to perform the duties hereunder (other than as a result of total or partial incapacity due to physical illness), which failure is not cured within thirty (30) days following written notice by the Company to you of such failure.

Resources Global Professionals Announces New Chief Financial Officer

IRVINE, Calif.--(BUSINESS WIRE)--August 17, 2016--Resources Global Professionals (“RGP”), a leading multinational provider of professional services and the operating subsidiary of Resources Connection, Inc. (NASDAQ: RECN), today announced its new Chief Financial Officer. On August 17, 2016, RGP’s current Executive Vice President & Chief Financial Officer, Nathan Franke, announced his retirement, effective August 26, 2016. Herb Mueller, Managing Director of RGP’s Atlanta practice, has been promoted internally and will replace Mr. Franke as Executive Vice President & Chief Financial Officer, effective August 29, 2016. Also, effective August 29, 2016, the company’s Senior Vice President of Finance, John D. Bower, will be promoted to the newly-created role of Chief Accounting Officer.

Mr. Mueller was promoted to the role following a search led by global executive search firm, Spencer Stuart. Mr. Mueller has served in a leadership position with RGP over the past four years in the company’s Atlanta, Georgia practice. He has led significant growth in the region, focusing on consulting opportunities in finance and accounting, information management and internal audit. Prior to joining RGP, Mr. Mueller was the Chief Financial Officer, Vice President, Accounting & Administration, and Treasurer of Delta Apparel, Inc., a publicly-traded apparel manufacturer and distributor. He has also served as a Senior Vice President & Chief Financial Officer of TTA Partners, Inc., a holding company focused on investments in the advertising industry. Mr. Mueller holds a BA degree in Accounting from Columbus State University. He is a certified public accountant (inactive).

“I am delighted to promote Herb to this position of Executive Vice President and Chief Financial Officer,” said Chief Executive Officer, Anthony Cherbak. “Herb has been an excellent field leader, building the business and serving clients in our Southeast region. Herb understands field operations, RGP’s culture, and financial management and accounting. He brings a great blend of experience and knowledge to this important role.

“I also want to congratulate Nate and wish him the very best in retirement,” said Mr. Cherbak. “Nate has agreed to provide transition support and remain available on a consulting basis to assist with special projects. Nate has been a terrific partner and friend and we will miss him in the company day-to-day.”

Before moving into the Chief Accounting Officer role, Mr. Bower has served the company for more than 18 years. He started as RGP’s controller, having previously been a Senior Manager at Deloitte and Director of SEC Reporting at FHP International. In 2005, he became RGP’s Senior Vice President of Finance, handling all financial reporting and financial operations management.

“John is very deserving of this promotion to Chief Accounting Officer of RGP,” said Mr. Cherbak. “I have worked with John since his Deloitte days and have always held the upmost respect for his careful attention to accounting matters and financial operations. John is a trusted and valuable member of the finance and operations teams at RGP.”

ABOUT RGP

RGP, the operating subsidiary of Resources Connection, Inc. (NASDAQ: RECN), is a multinational professional services firm that helps business leaders execute internal initiatives. Partnering with business leaders, we drive internal change across all parts of a global enterprise – accounting; finance; corporate governance, risk and compliance; corporate advisory, strategic communications and restructuring; information management; human capital; supply chain management; healthcare solutions; and legal and regulatory.

RGP was founded in 1996 within a Big Four accounting firm. Today, we are a publicly traded company with over 3,200 professionals, annually serving over 1,800 clients around the world from 68 practice offices.

Headquartered in Irvine, California, RGP has served 86 of the Fortune 100 companies.

The Company is listed on the NASDAQ Global Select Market, the exchange’s highest tier by listing standards. More information about RGP is available at <http://www.rgp.com>. (RECN-F)

CONTACT:

Resources Global Professionals

Analyst Contact:

Nate Franke, chief financial officer
(US+) 1-714-430-6500

nate.franke@rgp.com

or

Media Contact:

Michael Sitrick, CEO Sitrick Brincko Group

(US+) 1-310-788-2850

mike_sitrick@sitrick.com